

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529
www.mt.gov/doa/ppd/index.htm

T.C. #418-K MICROFILM SUPPLIES

This is an exclusive contract

CONTRACT PERIOD	FROM	November 1, 1997	CONTRACT YEAR	NEW ()
	TO	October 31, 1998		RENEW (x) first
VENDOR ADDRESS	Multiple vendors as listed in Section 1.6		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

PRICES ➤ PER ATTACHED
DELIVERY ➤ WITHIN 21 DAYS ARO
F.O.B. ➤ DESTINATION (\$100.00 MINIMUM ORDER)
TERMS ➤ NET 30 DAYS

REMARKS:

KAREN KUSTER, Contracts Officer

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

MICROFILM SUPPLIES

Provide microfilm supplies to the various State agencies for the period of April 1, 1996 through October 31, 1997.

1.0 CONTRACT REQUIREMENTS

- 1.1 Prices must remain firm for the contract period. Annual manufacturer's price increases may be considered on a case-by-case basis.
- 1.2 On an as-needed basis, State agencies will place orders by phone and will issue an agency purchase order as written confirmation.
- 1.3 Vendors must establish separate accounts for all agencies. Failure to do so will be sufficient grounds for cancellation.
- 1.4 All supplies in excess of \$100.00 shall be shipped, freight prepaid, F.O.B. destination. This includes back orders shipped at a later date. Orders under \$100.00 will have freight charges prepaid and added to the invoices.
- 1.5 Following are the address and toll-free telephone/fax numbers where orders are to be placed by the State agencies:

Anacomp Inc
12365 Crosthwaite Circle (M9973)
Poway CA 92064
Paula McDonald
(619) 679-9736 x5836
(800) 984-6443

Microfilm Services of Montana Inc
230 Broadwater Ave
Billings MT 59101
Gary Habel
(406) 252-6043
(406) 248-5364

Bulbman Inc
PO Box 12280
Reno NV 89510
Judy Stugelmayer
(800) 648-1163
(800) 548-6216

Mitchell's Office Systems
PO Box 9061
Missoula MT 59807
Roger W Mitchell
(800) 327-4608
(406) 721-2725

First Image Management Co
225 Scoemtofof Drive
Norcross GA 30092
Raymond Nakao
(800) 884-5858 x2342
(770) 449-7552 or (770) 449-6885

Mountain States Microfilm Inc
3243 Federal Way
Boise ID 83705
Holly
(800) 444-8688 after hours x200 voicemail
(208) 336-2722

MICROFILM SUPPLIES

Robinson Graphic Supplies Inc
4941 Allison St Unit #4
Arvada CO 80002
Scott Robinson
(800) 843-3769
(800) 858-2134

Spectra Micrographics Inc
196 Flicksville Road
Bangor PA 18013
Buck Garrett
(610) 588-8382
(610) 588-0833

Zeta Products Inc
1060 Garden State Road
Union NJ 07083
Edward Darnsteadt
(800) 688-0221
(908) 688-0440

- 1.6 The State may remove a vendor from the contract if products provided by that supplier are unacceptable to using agencies. Dated material must have at least one-half the shelf life remaining at time of delivery.
- 1.7 Additional charges for orders which require expedited shipment will be agreed upon between the ordering agency and the vendor.

2.0 **CONTRACT RENEWAL**

Contractors and the State of Montana, Purchasing Bureau, agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed three (3) additional years (November 1 through October 31). This extension is dependent upon legislative appropriations and in no case may this contract run longer than a four (4) year period. This is the first renewal.

3.0 **TERM CONTRACT REPORTING**

In May and November, term contract holders shall furnish to the State of Montana, Purchasing Bureau, reports of term contract usage. Reports shall be by individual agency and shall contain the total quantity sold of each item and total dollars expended. Failure to provide timely or accurate reports is justification for cancellation of the contract and removal of the supplier's name from the State vendor list.

MICROFILM SUPPLIES

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
1.0	575-47 AHU MICROFILM: 5460, 105mm, Catalog #172-0291, 180' rolls, 4 roll/cs. Eastman Kodak Film only.			
	BRAND/MODEL: Kodak Cat #834-6512 1461 HQ (4 rolls/case)	ROLL	\$52.00 [1]	SPECTRA
2.	575-47 IMAGE CAPTURE MICROFILM AHU 3460 (ESTAR base): Catalog #845-1502, 16mm, 215' rolls, 20 rolls/cs. Eastman Kodak Film only.			
	BRAND/MODEL: Kodak	ROLL	\$10.70 [2]	SPECTRA
3.	575-47 SILVER HALIDE MICROFILM: 16mm AHU, 1460, (ESTAR base). Catalog #822-3232, 100' rolls, 20 rolls/cs. Eastman Kodak Film only.			
	BRAND/MODEL: KODAK 822-3232	ROLL	\$5.67 [3]	FIRST IMAGE
4.	575-47 SILVER HALIDE MICROFILM: 16mm FINE GRAIN 1456, (ESTAR base). Catalog #833-0896, 100' rolls, 20 rolls/cs. Eastman Kodak Film only.			
	BRAND/MODEL: Kodak 20 rolls/case	ROLL	\$6.00 [4]	SPECTRA
5.	575-47 SILVER HALIDE MICROFILM: 35mm, 1460, (ESTAR base). Catalog #840-3494, 100' rolls, 20 rolls/cs. Eastman Kodak Film only.			
	BRAND/MODEL: KODAK 840-3594	ROLL	\$9.54 [5]	FIRST IMAGE

MICROFILM SUPPLIES

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
6.	575-47 SILVER HALIDE MICROFILM: 16mm, AHU 1460 (ESTAR base). Agfa, COPEX PAN AHU PET 13, Fuji #PT21 PET 125, 100' rolls, 20 rolls/cs. Both AGFA and FUJI will be added to the contract.			
	BRAND/MODEL: AGFA	ROLL	\$3.65	SPECTRA
	(Cat #3CZE Neutral PET 13 PAN AHU)			
	FUJI HR 21	ROLL	\$4.26 [6]	FIRST IMAGE
7.	575-49 BOXES: for black plastic snap, 16mm film.			
	BRAND/MODEL: ZETA Products	EACH	\$.225 [7]	FIRST IMAGE
8.	575-49 CARTRIDGE FILM, 3M #G-01: #78-6969-5768-3 16mm x 30.5m (100'), 20 rolls/cs			
	BRAND/MODEL: 3M #G-O1	ROLL	\$8.86 [8]	FIRST IMAGE
9.	575-49 ENVELOPES: Acid free, closed end, for microfiche storage. NOTE: Specify Open Top or Open Top and End). Quality Park #8700 5000/cs.			
	BRAND/MODEL: American Envelope	CASE	\$12.96 [9]	FIRST IMAGE
10.	575-49 JACKETS: 5 channel microfilm, for 16mm roll film, 6" x 4 1/16" depth with 5/16" white title area. Clear ribbed jackets. 1,000/box. Microseal #CR64516.			
	BRAND/MODEL: Motion Tech	BOX	\$63.25 [10]	ROBINSON

MICROFILM SUPPLIES

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
11.	575-49 JACKETS: 5 channel for 16mm roll film, Continuous form mounted 6" x 4-1/16" depth with 5" white title area. Clear ribbed jackets. 1,000/box (est.). Microseal #CR64516. Mounted			
	BRAND/MODEL: CR(UR)64516	BOX	\$101.26 [11]	FIRST IMAGE
12.	575-51 LAMP BULB: for 3M 800 series reader/printer, bulb #DDL.			
	BRAND/MODEL: DDL #120078	EACH	\$9.01 [12]	FIRST IMAGE
13.	575-51 LAMP BULB: for OP-49 fiche duplicator, bulb #MP 30000 T8/6J.			
	BRAND/MODEL: MP 3000 T8/6J	EACH	\$83.52 [13]	FIRST IMAGE
14.	575-51 LAMP BULB: for GAF 16/35 roll film duplicator, bulb #043976.			
	BRAND/MODEL: Ushio	EACH	\$176.00 [14]	BULBMAN
15.	575-51 PROJECTOR LAMP: ELD 150W, 21V			
	BRAND/MODEL: ELD #120024	EACH	\$8.36 [15]	FIRST IMAGE

MICROFILM SUPPLIES

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
16.	575-47 MICROFILM: FUJI 35mm x 30.5m (100 ft.) PET-25, produce #HR-20 BRAND/MODEL: AGFA Cat #2JAJ 35MM x 100' 50/case FUJI 35MMx 30.5M, #HR-20	EACH EACH	\$7.90 \$9.25 [16]	SPECTRA MTN STATES
17.	575-47 MICROFILM: 105mm, non-stripe diazo duplicating, 5 mil, 1000' rolls, XIDEX DHCF (high contrast blue). BRAND/MODEL: Xidex DHCF Anacomp Product #X504641	ROLL	\$37.89 [17]	ANACOMP
18.	575-47 MICROFILM: 4 mil, 16mm diazo duplicating, 1000' rolls, high contrast blue. Xidex DHCF. BRAND/MODEL: Xidex	ROLL	\$5.78 [18]	FIRST IMAGE
19.	575-47 MICROFILM: 4 mil, 16mm diazo duplicating, 1000' rolls, black. Xidex DEMII BRAND/MODEL: Xidex	ROLL	\$5.78 [19]	FIRST IMAGE
20.	575-47 MICROFILM: 105mm, white stripe, diazo duplicating, 5 mil, 1000' rolls, XIDEX DHCF105, B wind, 3.8" white stripe, high contrast blue. BRAND/MODEL: Xidex DHCF	ROLL	\$43.11 [20]	FIRST IMAGE

MICROFILM SUPPLIES

			<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
21.	575-47 PAPER: Minolta reader/printer, 11" x 460', 2 rolls/cs, Bi-mode stock #8901-200.				
	BRAND/MODEL: _____	5	CASE	NO BIDS [21]	
22.	575-47 PAPER: 3M reader/printer, dry silver paper, 8 ½" x 500'. 3M 795.				
	BRAND/MODEL: 3M		ROLL	\$58.50	MITCHELL
	(Minimum order 12 cases-24 rolls)				
	KODAK #8369795		ROLL	\$55.60 [22]	MICRO SERV
23.	575-47 PAPER: 3M reader/printer, dry silver paper, 11" x 500'. 3M 795				
	BRAND/MODEL: 3M		ROLL	\$96.30	ROBINSON
	KODAK #1650795		ROLL	\$67.79 [23]	MICRO SERV
24.	575-49 TAKE-UP REELS: 16mm open flange plastic square/square, 500/cs, Microfilm Storage Systems #10077 or equal.				
	BRAND/MODEL: Zeta 970500		EACH	\$.09 [24]	FIRST IMAGE
25.	575-49 TAKE-UP REELS: 35mm open flange plastic square/square, 250/case				
	BRAND/MODEL: Zeta 970520		EACH	\$.16 [25]	FIRST IMAGE

MICROFILM SUPPLIES

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
26.	575-49 TAKE-UP REELS: 16mm, solid white for archival storage, square/square, 500/case			
	BRAND/MODEL: Zeta 970560	EACH	\$.10 [26]	FIRST IMAGE
27.	575-49 TONER: for Minolta reader/printer, 6 quarts/cs, Bi-mode stock #8902-900.			
	BRAND/MODEL: Minolta	CASE	\$67.86 [27]	ROBINSON
28.	575-47 TONER: for Canon PC Printer 70, negative film process. Canon #M95-0271-000.			
	BRAND/MODEL: Canon NO1	CTN	\$147.00 [28]	MTN STATES
29.	575-47 KODAK PROSTAR TAPE AND DISPENSER: Cat #199-0977			
	BRAND/MODEL: KODAK #1990977	ROLL	\$10.11 [29]	MICRO SERV
30.	575-47 DIAZO: 16mm x 2000' x 2.5 mil DHCF. High contrast blue. Xidex DHCF			
	BRAND/MODEL: Xidex	ROLL	\$8.74 [30]	FIRST IMAGE
31.	575-47 AMMONIA ABSORBER: FR 32-303 or equivalent. 4/1 gal btl/cs.			
	BRAND/MODEL: Helion	CASE	\$25.00 [31]	SPECTRA

MICROFILM SUPPLIES

		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>VENDOR</u>
32.	575-47 BOXES: 16mm white with printed lines, 1000/cs @\$.034/each. Craftboard Microfilm.			
	BRAND/MODEL: CI or FOXX	CASE	\$78.38 [32]	ROBINSON
33.	575-47 BOXES: 35mm white with printed lines. 1000/cs @ \$.034/each. Craftboard Microfilm.			
	BRAND/MODEL: CI or FOXX	CASE	\$133.38 [33]	ROBINSON
34.	575-47 CARTRIDGES: M-type. Blue, includes leaders and trailers.			
	BRAND/MODEL: Zeta 970020	EACH	\$.755 [34]	FIRST IMAGE
35.	575-47 DIAZO: 35mm x 1000' x 4 mil. Black. Xidex DEMII.			
	BRAND/MODEL: Xidex	ROLL	\$11.89 [35]	FIRST IMAGE
36.	575-47 DIAZO: 35mm x 1000' x 4 mil. High contrast blue. Xidex DHCF.			
	BRAND/MODEL: Xidex	ROLL	\$11.89 [36]	FIRST IMAGE

MICROFILM SUPPLIES

ITEMS #37, 38 & 39 MUST BE SAME BRAND/CHEMISTRY, NON-CORROSIVE.**The State may require product demonstration prior to award.**

At a minimum, FR Chemicals, Fuji and Solutec will be added. Altek products not acceptable.

37.	575-47 DEVELOPER: Microfilm for Prostar (FR #2-247), pre-mixed. 4/1 gal btls/cs.			
	BRAND/MODEL: FRC	CASE	\$46.20 [37]	ROBINSON
38.	575-47 FIXER: Microfilm for Prostar (FR #32-254), pre-mixed. 4/1 gal btls/cs.			
	BRAND/MODEL: Helion Sensi Pro	CASE	\$25.00 [38]	SPECTRA
39.	575-47 SYSTEM CLEANER FOR PROCESSOR: Non-chromate (FR #11-030). 4/1 gal btls/cs.			
	BRAND/MODEL: FRC	CASE	\$34.10 [39]	ROBINSON
40.	575-49 DIRECT DUPLICATING FILM: 16mm x 1000' x 4.2. Kodak #810-5652.			
	BRAND/MODEL: Kodak 810-5652	ROLL	\$30.14 [40]	FIRST IMAGE
41.	575-49 DIRECT DUPLICATING FILM: 35mm x 1000' x 4.2. Kodak #811-3896.			
	BRAND/MODEL: Kodak 811-3896	ROLL	\$54.86 [41]	FIRST IMAGE